

YAKIMA BINDERY & P.T.G. CO. 18797

in the County of Skamania, State of Washington, to-wit: All that part of Section Eighteen (18) Township Three (3) North, Range Ten (10) East of the Willamette Meridian described by metes and bounds as follows; Beginning at a point on the Section line between Sections Eighteen (18) and Seventeen (17) Township Three (3) North of Range Ten (10) East of the Willamette Meridian, 66 2/3 Rods South of the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Eighteen Township Three (3) North of Range Ten (10) East of the Willamette Meridian; thence running West 320 Rods to the Township line between Ranges Nine (9) and Ten (10), East of the Willamette Meridian; thence South on said Township line 93 1/3 Rods to the Southwest corner of Section Eighteen (18) Township Three (3) North, Range Ten (10) East of the Willamette Meridian; thence East on Section line between Sections Eighteen (18) and Nineteen (19) Township Three (3) North, Range Ten (10) East of the Willamette Meridian to the Southeast corner of said Section Eighteen (18); thence North 93 1/3 Rods on the Section line between Sections Eighteen (18) and Seventeen (17) Township Three (3) North, Range Ten (10) East of the Willamette Meridian to the point of beginning containing 186 2/3 Acres, more or less, except road for Bonneville Transmission Line.

All Water, Water rights, pipe and pipe lines now on, used with, or appurtenant to said described property.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said party of the second part, its successors and assigns forever. And the said parties of the first part covenant that they are the lawful owners in fee simple of the above described premises, and that they are free from all liens and incumbrances whatsoever.

THIS MORTGAGE is given to secure the payment of \$10,000.00 with interest thereon at the rate of 4½ per cent per annum, principal and interest payable according to the terms of One certain promissory note as follows: Dated March 23, 1944, payable in installments of not less than \$1,000.00 together with the full amount of interest due on this note at the time of payment of each installment. The first payment to be made on December 1, 1944 and a like payment on December 1st of each year thereafter, until the whole sum of principal and interest has been paid, except that the final payment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on December 1st, 1953.

And the said first parties covenant and agree; to pay said note and interest according to the terms thereof and all taxes that are now, or may hereafter be assessed against said premises and against this Mortgage; and these presents shall be void if such payment be made. But in case default be made in the payment of said principal, or interest, or in any part of either, as in said note provided, or in payment of said taxes, or in any part thereof, then the said party of the second part, its successors or assigns, is hereby empowered to sell the premises above described, with all and every one of the appurtenances, or any part thereof, in the manner prescribed by law; and out of the money arising from said sale to retain the whole of said principal and interest, whether the same shall then be due or not, together with the costs and charges of making such sale, including a reasonable amount of attorney's fees, and the cost of preparing an abstract of title to the above described real property if an abstract to title thereto has not been furnished the second party upon delivery of this mortgage, and if such abstract has been so delivered to the second party, then the cost of extending such abstract to date; and the overplus, if any there be, shall be paid by the party making such sale, upon demand, to the parties of the first part, their heirs or assigns.

It is expressly agreed that in case of suit or action to foreclose this mortgage the holder of this mortgage may have a receiver appointed to take possession of the above described real property pending such action and during the period of redemption after sale of such property, and the rents, issues, profits and crops from said real property during such receivership shall be applied to the costs of such receivership, and the balance to the payment of any deficiency judgment entered in such action and to the payment of any taxes due and unpaid levied against this mortgage and against the above described real property, and should the rents, issues and income from such real property during such receivership not be sufficient to pay the costs of such receivership and the costs of maintenance and operation of said real property, then, and in that event, the holder of this

*Original recorded
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John E. Skamania Co. Inc.*